

OGDEN VALLEY PLANNING COMMISSION

Site Visit Agenda

October 20, 2021

11:00 am to 1:00 p.m.

11:00am - meet at Earl's Lodge Cinnabar

- Site tour and orientation
- Review Village concept plan
- Return to Cinnabar
- Discussion of application for Development Agreement amendment and Area A plan approval

12:00pm - Lunch at Cinnabar

- Open discussion

1:00pm - Adjourn

*This site visit will be held in person at **Earl's Lodge Cinnabar** Snowbasin Resort located at 3925 Snowbasin Rd. Huntville, UT 84317. No decisions will be made.*

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Weber County Planning Commission at 801-399-8761

Meeting Procedures

Outline of Meeting Procedures:

- ❖ The Chair will call the meeting to order, read the opening meeting statement, and then introduce the item.
- ❖ The typical order is for consent items, old business, and then any new business.
- ❖ Please respect the right of other participants to see, hear, and fully participate in the proceedings. In this regard, anyone who becomes disruptive, or refuses to follow the outlined procedures, is subject to removal from the meeting.

Role of Staff:

- ❖ Staff will review the staff report, address the approval criteria, and give a recommendation on the application.
- ❖ The Staff recommendation is based on conformance to the general plan and meeting the ordinance approval criteria.

Role of the Applicant:

- ❖ The applicant will outline the nature of the request and present supporting evidence.
- ❖ The applicant will address any questions the Planning Commission may have.

Role of the Planning Commission:

- ❖ To judge applications based upon the ordinance criteria, not emotions.
- ❖ The Planning Commission's decision is based upon making findings consistent with the ordinance criteria.

Public Comment:

- ❖ The meeting will then be open for either public hearing or comment. Persons in support of and in opposition to the application or item for discussion will provide input and comments.
- ❖ The commission may impose time limits for comment to facilitate the business of the Planning Commission.

Planning Commission Action:

- ❖ The Chair will then close the agenda item from any further public comments. Staff is asked if they have further comments or recommendations.
- ❖ A Planning Commissioner makes a motion and second, then the Planning Commission deliberates the issue. The Planning Commission may ask questions for further clarification.
- ❖ The Chair then calls for a vote and announces the decision.

Commenting at Public Meetings and Public Hearings

Address the Decision Makers:

- ❖ When commenting please step to the podium and state your name and address.
- ❖ Please speak into the microphone as the proceedings are being recorded and will be transcribed to written minutes.
- ❖ All comments must be directed toward the matter at hand.
- ❖ All questions must be directed to the Planning Commission.
- ❖ The Planning Commission is grateful and appreciative when comments are pertinent, well organized, and directed specifically to the matter at hand.

Speak to the Point:

- ❖ Do your homework. Obtain the criteria upon which the Planning Commission will base their decision. Know the facts. Don't rely on hearsay and rumor.
- ❖ The application is available for review in the Planning Division office.
- ❖ Speak to the criteria outlined in the ordinances.
- ❖ Don't repeat information that has already been given. If you agree with previous comments, then state that you agree with that comment.
- ❖ Support your arguments with relevant facts and figures.
- ❖ Data should never be distorted to suit your argument; credibility and accuracy are important assets.
- ❖ State your position and your recommendations.

Handouts:

- ❖ Written statements should be accurate and either typed or neatly handwritten with enough copies (10) for the Planning Commission, Staff, and the recorder of the minutes.
- ❖ Handouts and pictures presented as part of the record shall be left with the Planning Commission.

Remember Your Objective:

- ❖ Keep your emotions under control, be polite, and be respectful.
- ❖ It does not do your cause any good to anger, alienate, or antagonize the group you are standing in front of.

**First Amendment to Zoning Development Agreement
Snowbasin Resort**

The following is a descriptive narrative prepared to outline the process and current state of proposed revisions to Sections 3 and 5.3 of the Zoning Development Agreement, dated January 11, 2011 ("Development Agreement"), and is intended to shed light upon the refinements necessary for the development and conceptual master plan for the Snowbasin Resort.

Section 3 of the Development Agreement currently reads as follows:

"3. Concept Development Plan

Weber County shall retain the right to approve or deny more specific / detailed conceptual development plans for Areas A, B, F, and G. The concept development plans shall be approved prior to or in conjunction with the first application for site plans / subdivision approval within each development area."

The Development Agreement was finalized and recorded in January of 2011 and was intended to be a first step in the future development of Snowbasin. Although over ten (10) years have passed since the original date of the Agreement, Snowbasin is now moving forward with development and the parties to the Development Agreement are currently in a position to better clarify certain aspects of the original Development Agreement. In particular, Section 3 of the Development Agreement as originally drafted creates certain unintentional encumbrances that contradict the intent of the agreement. The purpose of a PUD zoning process is to allow a master planned development to progress, evolve, and be molded into a viable project while providing for and requiring certain limitations and processes. The proposed revisions to Section 3 are intended to help conform the Development Agreement with Snowbasin's approach to the master planning and development for each specific area as such planning and development evolves within the constraints of the Development Agreement.

The original Development Agreement includes a Land Use Plan, attached as Exhibit B and found on page 55. The Land Use Plan is referenced several times throughout the Development Agreement and is intended to provide clarity to the development process by depicting conceptual road layouts, land areas and certain product types (e.g., multi-family residential or mixed-use development). As the planning and development of the project is now able to be more fully detailed, flexibility to modify certain aspects of the planning details would better facilitate the development process and would allow for a more homogeneous finished product. Note that Snowbasin is not proposing any revisions to original development density or to develop any additional areas beyond what was provided for in the original Development Agreement. Instead, the proposed revisions will allow for road layouts, exact building site boundaries and product types to evolve over the development process and as phases progress for each area.

The proposed revisions to Section 3 will allow for an approval of distinct master plans for each development area in phases and as the development and planning progresses, as opposed to

requiring approval for a single detailed conceptual development plan for the entire Resort. Furthermore, the proposed modification will provide for a more complete approach to the development timeframe.

In order to accomplish the aforementioned intent, the amended and restated Section 3 would read as follows:

“Weber County shall retain the right to approve or deny more specific/detailed conceptual development plans for Areas A, B, F, and G. The concept development plans shall be approved prior to or in conjunction with the first application for site plans/subdivision approval within each development area.

Notwithstanding the foregoing, the Developer and County acknowledge that the Land Use Plan as provided for in Exhibit B to the Agreement, (i) is conceptual in nature and may be further refined by the parties, and (ii) that specifics regarding locations of roads, building areas and product types (e.g. multi-family, mixed-use, single family) may be moved within the areas generally depicted as A, B, F, and G. Unit density for each area (A, B, F, and G) is fixed and may not be transferred between Areas. Concept Development Plans for each area are expected to evolve and be presented in phases in the context of a more detailed master plan for each area. County approvals for these Concept Development Plans will typically be handled at the Staff or Planning Commission level and will not require amendment of the Development Agreement or Land Use Plan.”

Additionally, Snowbasin is requesting a modification to section 5.3 of the 2011 Development Agreement in order to allow more flexibility regarding product type and to encourage hotel and commercial development which are anticipated to add activity and vitality to the resort. Some of the modifications are based on the approach taken in the previously approved Powder Mountain Development Agreement. Specifically, we propose that the limitation on commercial density including hotels in the ski areas (Areas A and B) be deleted. We believe it is in the interest of the resort and the county for these areas to be as vibrant as possible and that it is essential to remove these limitations. Limitations on commercial in non ski areas (F and G) remain unchanged.

The approach for counting density in the existing Development Agreement can be somewhat difficult to understand, particularly related to hotels. We propose a simplified approach and table based on the previously approved Powder Mountain Development Agreement, counting hotel density based on each hotel room counting as the equivalent of 1/3 of a single family dwelling unit. Our intention is not to request additional residential density, but to clarify how this density is counted. We also wish to encourage commercial, ski support and employee housing by not including these areas in density calculations in ski areas A and B.

The original and proposed density using the new simplified approach is calculated as follows based on Development Agreement Exhibit B page 27 table entitled "Snowbasin Densities / Transferable Units Required":

Exhibit B page 27

Area A – Earl's Village 1,529 units

- Add 150 room hotel / 3 = 50 units
Commercial – Area A – Hotel (not counted)
Commercial – Area A – Retail, etc. (not counted)

Total Area A density new approach: $1,529 + 50 = 1,579$ units

Area B – The Forest 502 units

- No changes

Total Area B density new approach = 502 units

Area F – The Meadows 22 units

- No changes

Total Area F density new approach = 22 units

Area G – The Ranch 297 units

Add Commercial – Area G – Retail, etc. $140,000$ square feet / $5,000 = 28$ units

Total Area G density new approach: $297 + 28 = 325$ units

All Areas A, B, F and G combined total 2,428 units

Snowbasin - Weber County Zoning Development Agreement - January 19, 2011
 Exhibit B - page 27

0511941 P8

DENSITY CALCULATION

RESERVOIR TRANSFERABLE UNITS

The information on this page delineates the number of transferable units available on applicant's property in the various Reservoir Parcels per Section 44.2(1)(a) through 44.2(1)(e) Area A and Total Regulations for property owned by Applicant. This was calculated using Weber County's development equation for CRA zoned property.

TRANSFER INCENTIVE UNITS (TIMU) TRANSFERRED BASE UNIT (TBU)

This chart outlines the transfer incentive matching units per Section 44.2(1)(a) and the number of units that would need to be transferred off the Reservoir Parcel in order to achieve the matching units per County Code.

Percentage of Units Transferred	# Units Need to Transfer	Match	Additional Density
0%	229	0.00	0
40%	229	1.23	286
56%	320	1.50	480
71%	408	1.75	710
86%	491	2.00	983

Density Bonus Units (DBU) (Maximum Bonus of 60%)

- Description**
- a. Develop Resort that can demonstrate how it meets intent of this Ordinance
 - b. Develop Resort that can demonstrate 80% reduction in (potential) future traffic congestion
 - c. Provide an additional 10% or more Conservation Open Space within Resort in excess of minimum requirement
 - d. Provide developed and approved access to public lands
 - e. Establishment, promotion & implementation of innovative program/project that furthers Open Valley community interests
- Total Possible Density Bonus Percentage** 60%

Proposed Density for Snowbasin	Units	Acres	Required Permitted Units	Comm Sq Ft	# Units
Area A - Earl's Village	1,529	142	Mountain Density		2,350
Area B - The Forest	502	215	Commercial - Area A - Hotel, etc.	213,750	43
Area E - The Meadows	22	76	Commercial - Area A - Retail, etc.	75,000	15
Area G - The Ranch	297	252	Commercial - Area G - Retail, etc.	140,000	28
Total Density Within Project Boundary	2,350	686	TOTAL UNITS REQUIRED		2,436

Snowbasin TBU, TIMU & DBU Calculations Based on Ordinance

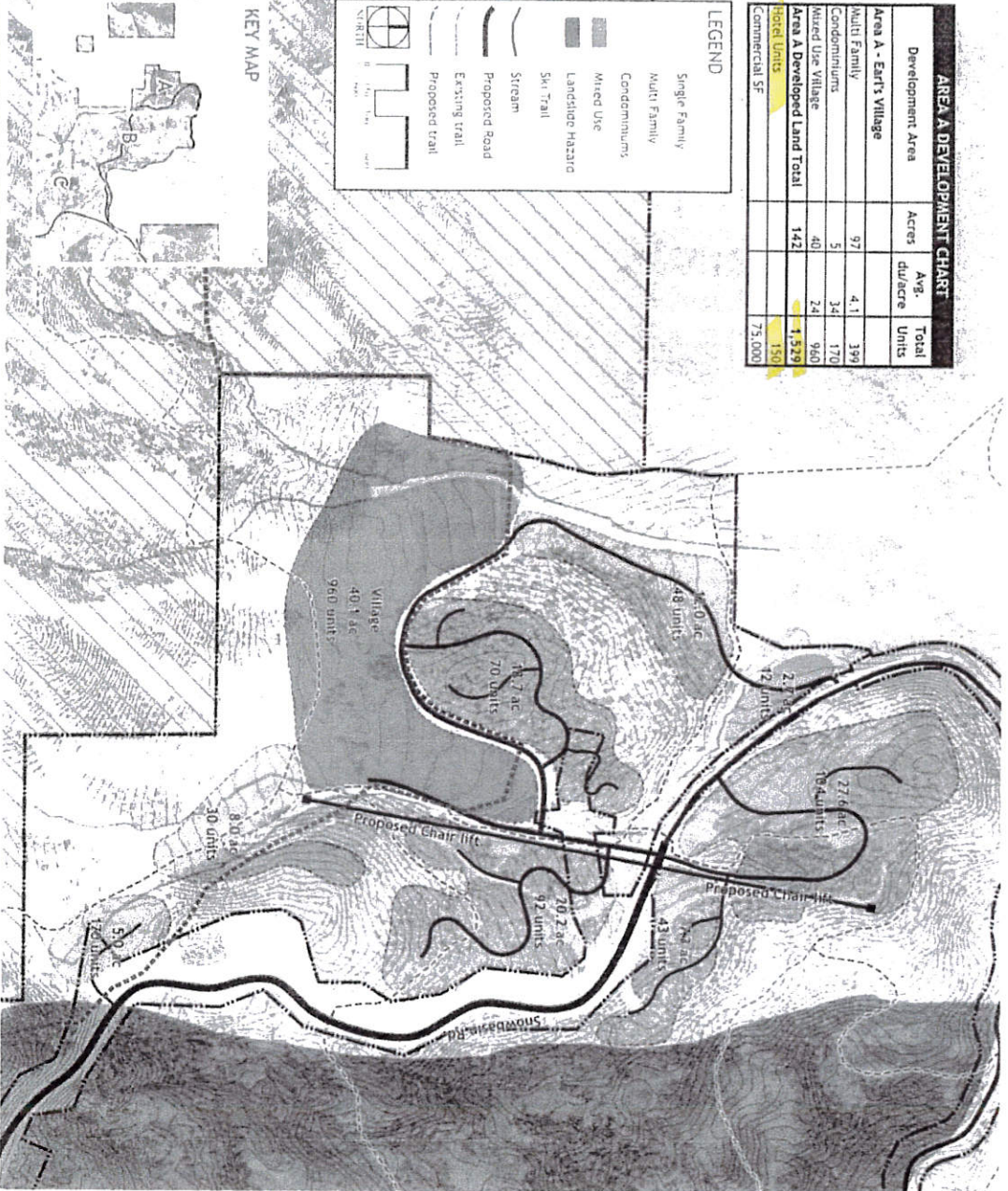
Matching Units - (2 Units)	Transferable Develop Units	Transfer % of TTL	TBU	Bonus	TIMUs	Total Transferred Units	Units Remaining Reservoir	Full Credit DBUs
Transfer 90% of Reservoir to achieve highest match	571					571	50	521
Transferable Units on Reservoir								937
Applicant's Initial Transfer of Base Units (TBUs)		91.3%	521	2	1,042	1,042	1,042	1,042
Transfer Incentive Matching Units (TIMUs) Awarded								937
x Density Bonus (DBUs)								2,500
Maximum Permitted Units						1,563		2,500

(1) Assumes 235,000 square foot main hotel building and conference facility are excluded and accounted for by 1,120 of total square footage
 Weber County Reserve Application

Snowbasin - Weber County Zoning Development Agreement - January 19, 2021
 Exhibit B - page 28

Development Area	Acres	Avg. du/acre	Total Units
Area A - Earl's Village	97	4.1	399
Multi Family	5	34	170
Condominiums	40	24	960
Mixed Use Village	142		1,529
Area A Developed Land Total			1,500
Hotel Units			75,000
Commercial SF			

[Symbol]	Single Family
[Symbol]	Multi Family
[Symbol]	Condominiums
[Symbol]	Mixed Use
[Symbol]	Landslide Hazard
[Symbol]	Ski Trail
[Symbol]	Stream
[Symbol]	Proposed Road
[Symbol]	Existing trail
[Symbol]	Proposed trail



AREA A - EARL'S VILLAGE
 DEVELOPMENT SUMMARY

Area A - Earl's Village is the vibrant portal to the mountain. As one of the focal points of the Snowbasin Resort master plan, it is comprised of a hotel, pedestrian plaza, retail and restaurants, parking garages, and multi-family buildings. It will be a true destination resort experience.

Structural parking is planned for the northern portion of the mixed-use area; this structure will be wrapped with condominiums, visually making the building part of the village. After guests park their cars, they can walk through the reclaimed plaza to Earl's Lodge and the mountain. Retail in this area may include restaurants, bars, sporting goods, clothing and gift shops, and other retailers that focus on serving Snowbasin guests and residents. The village will feature a hotel, condominiums and townhomes, allowing visitors to stay and or live within the beautiful surroundings of the Valley. A chair lift between the village and residents to the north is planned for ski-in and ski-out capabilities. Condominiums are also planned at the base of Wildcat and Becker lifts.

The village will also feature a plaza providing the opportunity for special events and for residents and guests to gather and relive experiences on the mountain. Ponds on the eastern edge provide the opportunity for fly fishing in the summer and perhaps ice skating in the winter. Hiking biking trails wind through the area allowing residents and visitors to connect to other areas within the Resort and to the regional trails in the Valley. The streams that run through this parcel provide the opportunity to amenize the mixed-use and residential areas. Development within stream setbacks will not occur and sensitive areas will be avoided whenever possible. Road right-of-way setbacks will be utilized for development near Snowbasin Road.

WHEN RECORDED, MAIL TO:

APN: _____

**FIRST AMENDMENT TO WEBER COUNTY
ZONING DEVELOPMENT AGREEMENT
FOR SNOWBASIN**

THIS FIRST AMENDMENT TO WEBER COUNTY ZONING DEVELOPMENT AGREEMENT FOR SNOW BASIN (this “**Amendment**”) is made and entered into as of the ____ day of _____, 2021 (“**Effective Date**”), by and between SNOWBASIN RESORT COMPANY, a Wyoming corporation (“**Owner**”), and WEBER COUNTY CORPORATION, a political subdivision of the State of Utah (“**County**”).

RECITALS

A. Owner and County are parties to a Weber County Zoning Development Agreement dated January 11, 2011, which was recorded in the Office of the Weber County Recorder on January 19, 2011, as Entry No. 2511941 (the “**Development Agreement**” or “**Agreement**”), that covers the real property and improvements more particularly described in Exhibit “A”, which is attached hereto and incorporated herein by this reference (the “**Property**”). All initially-capitalized terms not otherwise defined herein shall have the meanings set forth in the Development Agreement unless the context clearly indicates otherwise.

B. In accordance with Section 3 of the Development Agreement, the Developer has provided to the County and the County has approved the specific/detailed conceptual plan for Area A (the “**Detailed Conceptual Development Plan for Area A**”), more particularly described in Exhibit “B”, which is attached hereto and incorporated herein by this reference.

C. In connection with the ongoing planning process for the Property, and to clarify certain terms and provisions set forth in the Development Agreement, Owner has proposed and County has approved certain modifications to the terms and provisions of the Development Agreement as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify the Development Agreement as follows:

1. Amendment Effect. This Amendment modifies certain terms and provisions of the Development Agreement, as described and referenced herein. All provisions of the Development Agreement not specifically modified herein shall remain in full force and effect as originally written. In the event of any inconsistency between the terms of this Amendment and the Development Agreement, the terms of this Amendment shall control.

2. Concept Development Plan. Section 3 of the Development Agreement is hereby amended and restated in its entirety to read as follows:

“Weber County shall retain the right to approve or deny more specific / detailed Concept Development Plans for Areas A, B, F, and G. The concept development plans shall be approved prior to or in conjunction with the first application for site plan or subdivision approval within each development area.

Notwithstanding the foregoing, the Developer and County acknowledge that the Land Use Plan as provided for in Exhibit B to the Agreement (i) is conceptual in nature and may be further refined by the parties, and (ii) that specifics regarding locations of roads, building areas and product types (e.g. multi-family, mixed-use, single family) may be moved within the areas generally depicted as A, B, F, and G. Unit density for each area (A, B, F, and G) is fixed and may not be transferred between Areas. Concept Development Plans for each area are expected to evolve and be presented in phases in the context of a more detailed master plan for each area. County approvals for these Concept Development Plans will typically be handled at the Staff or Planning Commission level and will not require amendment of the Development Agreement or Land Use Plan.”

3. Commencement of Development. Section 4.1 of the Development Agreement is amended in its entirety to read as follows:

4.1. Developer shall develop the subject property based upon the approved Land Use Plan. The Land Use Plan may be refined and modified but the general concept of the plan will not be changed without prior formal approval of the County. The Developer will begin construction on the designated project as soon as conditions allow, as determined by Developer in its reasonable business judgement, and will pursue project completion in good faith. See page 55 of Exhibit B.

4. Development Standards. Section 4.3 of the Development Agreement is amended in its entirety to read as follows:

4.3. The County will review more detailed development plans and will approve/issue Land Use, Conditional Use, and Building Permits based on compliance with applicable standards found in this Agreement, the Weber County Zoning Ordinance, Building Code and/or Health Regulations.

5. Density. Section 5.1 is amended to provide, in the first sentence, that the total residential and commercial density may be, but shall not exceed, 2,428 units. Further, Section 5.3 of the Development Agreement is amended in its entirety to read as follows:

“5.3 As provided in Section 5.1, the Developer shall be entitled to develop the Property with 2,428 units which may include condominiums, townhomes, single-family dwelling units, multi-family dwelling units, hotel rooms, corporate retreats, and other improvement listed and allowed in the DRR-1 Zone. In calculating the number of units hotel rooms shall count as the equivalent of one-third (1/3) of a single family dwelling unit. For example, a hotel containing 150 rooms and suites would utilize 50 units of density. Condominium units and other dwellings containing lock out rooms that can be separately rented shall be counted as one unit (including the lock out rooms). Lock out rooms shall not be considered to be a separate unit. Commercial development is allowed but does not utilize density units for Areas A and B, as referred to in the Development Agreement. Commercial development in Areas F and G, will utilize density at a rate of one (1) unit for every 5,000 square feet of commercial space developed. Workforce housing units do not count toward unit density. Skier services, equipment and storage buildings, offices, ticket facilities, ski school facilities, lodges and other skier facilities (including food and beverage outlets serving the needs of day skiers) do not count toward unit density. Parking areas, including underground parking within buildings, do not count toward unit density. In no case shall commercial density exceed 80,000 square feet in Area G. Commercial square footage in Area F shall be limited to the area shown as “Mixed Use” on the Land Use Plan.

The following Table 5.3 summarizes the manner of calculating the density utilized for each of the various components planned for development on the Property, and specifies the maximum number of density units allowed in each development area:

TABLE 5.3 DENSITY AND DESCRIPTION

Type of Use	Density Equivalent
Single-family Dwelling	1 unit
Multi-family Dwelling	1 unit per dwelling unit
Hotel Room	.33 unit
Workforce Housing Units	N/A. Does not count toward unit density.
Skier Services, Lodges and all Parking	N/A. Does not count toward unit density.
Commercial Square Footage Areas A and B	N/A. Does not count toward unit density.
Commercial Square Footage Areas F and G	1 unit per 5,000 square feet of improved commercial space

Development Area	Total Allowed Units
Area A – Earl’s Village	1,579

Area B – The Forest	502
Area F – The Meadows	22
Area G – The Ranch	325

TOTAL PROJECT DENSITY PERMITTED: 2,428 units

Note: Total Units allowed in each Area are based on tables in Development Agreement Exhibit B – pages 66 and 68, and may be amended from time to time with the approval of the County Planning Commission, so long as the total units developed on the Property do not exceed 2,428.”

6. Default and Enforcement. Section 9.2.3 of the Development Agreement is hereby deleted in its entirety. While a request by the Developer seeking to void or materially alter any of the provisions of the Development Agreement will not, in itself, constitute a default hereunder, any request to amend the Development Agreement must be submitted to the County in writing and will not be effective unless and until such modification request is reviewed and approved by the County.

7. Current Compliance. As of the Effective Date, Developer and the County acknowledge and agree that there are no existing or continuing events of default by either party in the performance of such party’s duties and obligations under the Development Agreement. Further, the parties acknowledge and agree that the Development Agreement, as modified hereby, is in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written by a duly authorized representative of each of the parties hereto.

[Signature pages to follow.]



VILLAGE CONCEPT PLAN LONG TERM VISION

SNOWBASIN IS ACTIVELY PLANNING FOR FUTURE IMPROVEMENTS, REFINING DEVELOPMENT PLANS THAT WERE APPROVED IN 2011 IN WEBER COUNTY AND 2013 IN MORGAN COUNTY. THESE IMPROVEMENTS WILL ENHANCE THE SKIER EXPERIENCE AND ULTIMATELY HELP GROW SNOWBASIN TO A FOUR SEASON DESTINATION RESORT. THE LONG-TERM VISION OF THIS PLAN EXPANDS THE ACTIVE VILLAGE IN THE BASE AREA NEAR EARL'S LODGE AND INCLUDES THE FOLLOWING:

- NEW BASE AREA LIFTS
- INCREASED LEARNING TERRAIN
- RESIDENTIAL DEVELOPMENT
- EXPANSION OF DINING & SHOPPING
- ADDITIONAL OVERNIGHT ACCOMMODATIONS

SNOWBASIN.COM



ecosign
Mountain Resort Planners Ltd.
Contour Interval: 10ft Date: 02/2020
0ft 200 400 600 800



VILLAGE CONCEPT PHASE ONE COMPLETE 2024

SNOWBASIN IS ACTIVELY PLANNING FOR FUTURE IMPROVEMENTS, REFINING DEVELOPMENT PLANS THAT WERE APPROVED IN 2011 IN WEBER COUNTY AND 2013 IN MORGAN COUNTY. THESE IMPROVEMENTS WILL ENHANCE THE SKIER EXPERIENCE AND ULTIMATELY HELP GROW SNOWBASIN TO A FOUR SEASON DESTINATION RESORT. THE INITIAL FOCUS WILL BE CREATING AN ACTIVE VILLAGE AT THE EXISTING BASE AREA NEAR EARL'S LODGE AND INCLUDE THE FOLLOWING:

- NEW AND IMPROVED BASE AREA LIFTS
- RIDGELINE TERRAIN AND SNOWMAKING
- EXPANDED BASE AREA VILLAGE
- NEW HOTEL
- EXPANDED PARKING
- INFRASTRUCTURE UPGRADES

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